

Prepared by: Infrastructure Design Group, Inc.
3241 E Bison Trail
Sioux Falls, SD 57108
Phone: 605-271-5527

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT granted this 23rd day of March, 2022, by Robert and Joyce Murphy, Harrisburg, SD (Owner), to the City of Harrisburg, South Dakota (City).

WHEREAS, the City will construct the Cliff Avenue and Willow Street Improvements project (Project), which is adjacent to the Owner's land, and the Owner will cooperate with the City in the construction of the Project to its mutual benefit. The City's construction improvements within this easement shall meet the Owner's approval.

NOW, THEREFORE, in consideration of the construction of the Project by the City, the Owner hereby grants to the City a temporary construction easement for purposes of grading, backslope, landscaping, excavation work for cut and fill needs, driveway construction, utilities, and other related construction in accordance with the plans and specifications on file in the office of the City Engineer of the City upon the following legally described real estate in Lincoln County, South Dakota:

Lots F and G of Lot 3 of Shebal's Subdivision in the City of Harrisburg, Lincoln County, South Dakota as shown on Plan Sheets E.03 and E.04 attached to and made part of this easement.

The City may use the temporary construction easement area for the proper construction of the Project, and the City, its agents, representatives, assigns, or any contractor employed by the City may enter the temporary construction easement area and make any changes to it that are necessary for the proper construction of the Project. All the areas used shall be sloped, graded, and restored as is practicable and left in a neat and workmanlike manner.

THE OWNER, heirs, successors, or assigns shall not interfere with or disturb the construction work within the easement area without written approval of the City or its authorized representatives.

THE FOLLOWING CONDITIONS are a part of this easement:

1. The City will hold the Owner harmless from any claims for damage arising out of the City's use of the temporary easement area.

2. City contractors will seed, fertilize, and mulch the disturbed grass areas at the end of the Project, and the Owner will incur no costs. Owner is responsible for grass establishment and maintenance after the Project ends, including the adjoining public right-of-way.
3. City contractors will remove and replace impacted gravel, concrete, and/or asphalt entrance within the easement areas as part of the project. Owner will incur no costs.
4. To the extent of any conflict with the terms of this Easement and the plans on file with the City, the terms of this Easement shall control.
5. Owner will incur no costs or assessments related to the Project.
6. City contractors will disconnect the property's existing connection to Lincoln County Rural Water and construct a new connection to the City's water distribution system. Owner will incur no costs or connection fees. Owner will be notified at least 24 hours in advance of any water service disruptions.
7. During construction, access will be always maintained to the property.
8. City contractors will communicate to property owner any work near the property that will need to occur outside the hours of 7 am to 6 pm.
9. City contractors will keep equipment and disturbance within the easement area shown on the attached Plan Sheets E.03 and E.04.

The City may enter upon the above-described property to commence construction upon approval of this easement. This easement shall be effective for one year after the completion of the Project.

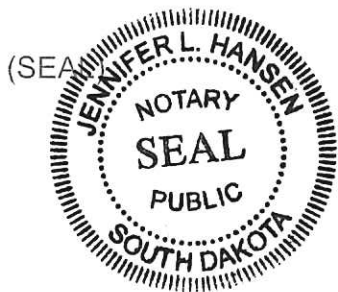
IN WITNESS WHEREOF, the Owner has executed this easement this 23rd day of March, 2022.

Robert Murphy
Robert Murphy

STATE OF South Dakota
COUNTY OF Lincoln)SS
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On this 23 day of March, in the year 2022, before me the undersigned Notary Public within and for said County and State, has personally appeared Robert Murphy, known to me to be the person described in, and who executed the within instrument and acknowledged to me that he executed the same.

In witness whereof, I hereunto set my hand and official seal.



Jennifer L. Hansen
Notary Public

My Commission Expires: Dec 16, 2027

Joyce Murphy
Joyce Murphy

STATE OF South Dakota
COUNTY OF Lincoln)SS

On this 23 day of March, in the year 2022, before me the undersigned Notary Public within and for said County and State, has personally appeared Joyce Murphy, known to me to be the person described in, and who executed the within instrument and acknowledged to me that he executed the same.

In witness whereof, I hereunto set my hand and official seal.



Jennifer L. Hansen
Notary Public

My Commission Expires: Dec 16, 2027

Approved: _____ day of: _____ 2022.

City of Harrisburg

By _____

Attest _____

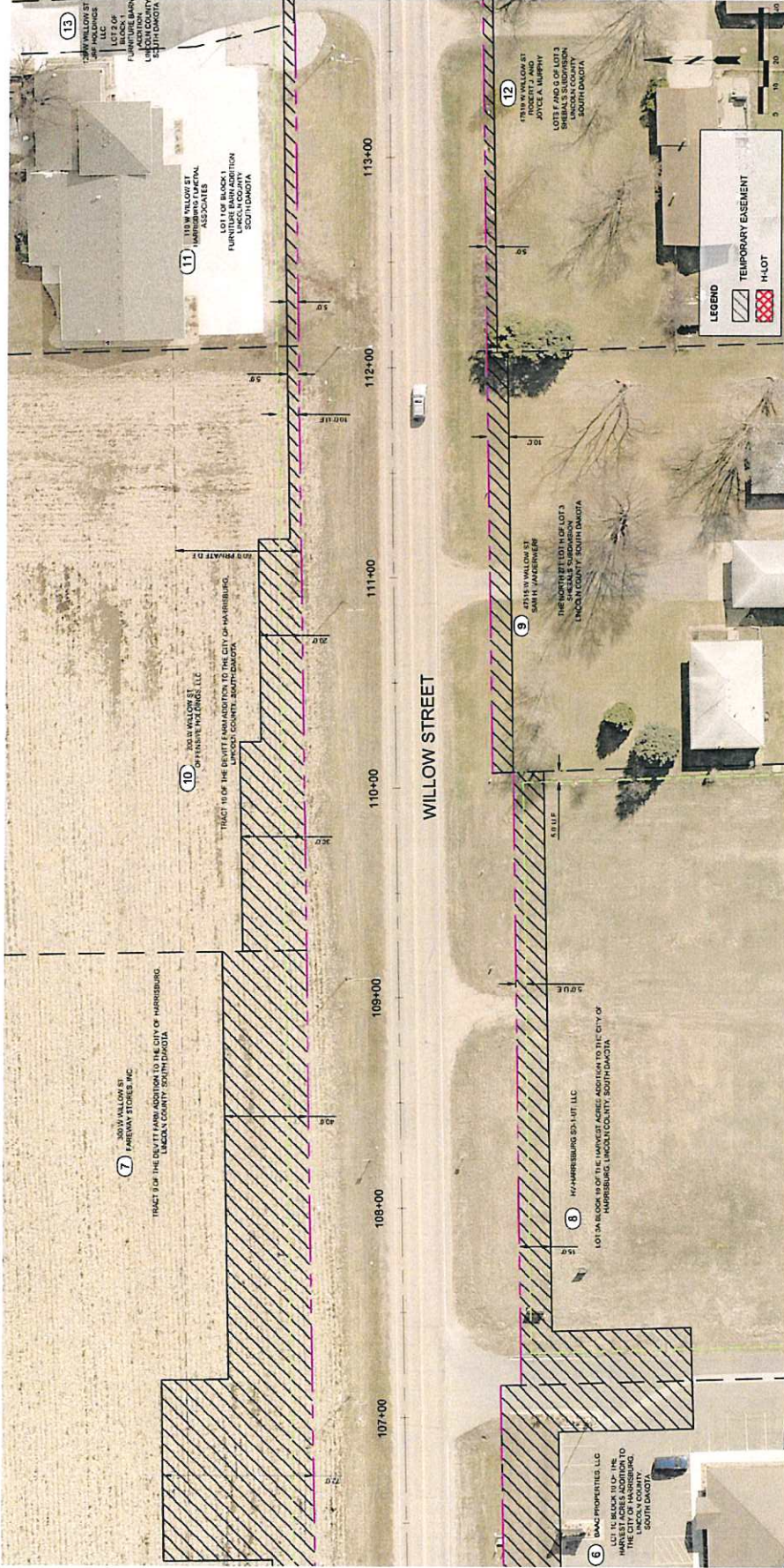


TABLE OF RIGHT OF WAY AND EASEMENTS

	STATION TO STATION	SIDE	TYPE	PURPOSE	AREA	OWNER	LEGAL DESCRIPTION
8	107+14.79-56.2'	RT	TEMP	CONSTRUCTION	6044 Sq Ft	HV-HARRISBURG SD-1 UT, LLC	LOT 3A, BLOCK 10 HARVEST ACRES ADDITION
9	110+06.51-46.0'	RT	TEMP	CONSTRUCTION	1999 Sq Ft	SAM H. VANDERWERF	THE NORTH 221' OF LOT 3 SHEBAL'S SUBDIVISION
10	109+23.03-43.9'	LT	TEMP	CONSTRUCTION	5384 Sq Ft	OFFENSIVE HOLDINGS, LLC	TRACT 10 DEVITT FARM ADDITION
11	112+10.52-44.6'	LT	TEMP	CONSTRUCTION	765 Sq Ft	HARRISBURG FUNERAL ASSOCIATES, LLC	LOT 1 BLOCK 1 HARRISBURG FURNITURE BARN ADDITION
12	112+06.64-45.5'	TO	TEMP	CONSTRUCTION	998 Sq Ft	ROBERT L. AND JOYCE A. MURPHY	LOT 2 OF LOT 3 SHEBAL'S SUBDIVISION
13	113+64.01-45.5'	TO	TEMP	CONSTRUCTION	128 Sq Ft	JRF HOLDINGS, LLC	LOT 2 BLOCK 1 HARRISBURG FURNITURE BARN ADDITION

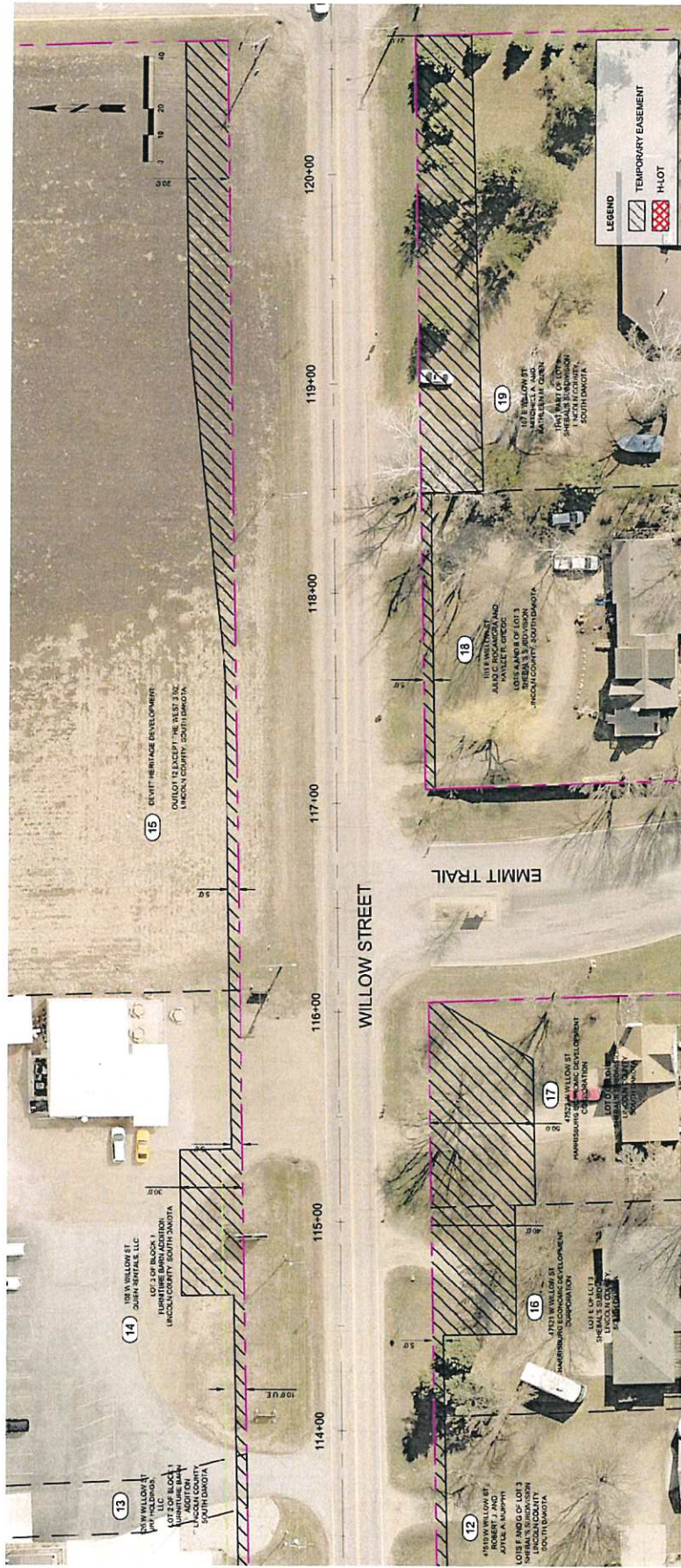


TABLE OF RIGHT OF WAY AND EASEMENTS

	STATION TO STATION		SIDE	TYPE	PURPOSE	AREA	OWNER	LEGAL DESCRIPTION
	TC	TO						
14	113+489.65-45.7'	116+109.7-47.0'	LT	TEMP	CONSTRUCTION	2859 Sq Ft	QUIEN RENTALS, LLC	LOT 3 BLOCK 1 HARRISBURG FURNITURE BARN ADDITION
15	116+109.7-47.0'	120+631.91-49.8'	LT	TEMP	CONSTRUCTION	5558 Sq Ft	DEVITT HERITAGE DEVELOPMENT, LLC	OUTLOT 12, EXCEPT THE WEST 3'00' OUTLOTS IN HARRISBURG
16	114+06.38-44.2'	115+065.34-43.6'	RT	TEMP	CONSTRUCTION	2642 Sq Ft	HARRISBURG ECONOMIC DEVELOPMENT CORPORATION	LOT E OF LOT 3 SHEBAL'S SUBDIVISION
17	115+06.34-43.6'	116+04.26-43.0'	RT	TEMP	CONSTRUCTION	4744 Sq Ft	HARRISBURG ECONOMIC DEVELOPMENT CORPORATION	LOT D OF LOT 3 SHEBAL'S SUBDIVISION
18	117+06.30-42.4'	118+06.02-41.5'	RT	TEMP	CONSTRUCTION	708 Sq Ft	JULIO ROCAMORA AND KATLEE GREGG	LOTS A AND B OF LOT 3 SHEBAL'S SUBDIVISION
19	118+48.22-41.5'	120+65.30-40.2'	RT	TEMP	CONSTRUCTION	6182 Sq Ft	MITCHELL A. AND KATHLEEN M. QUIEN	THAT PART OF LOT 3 OF SHEBAL'S SUBDIVISION